

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 48	
2. AMENDMENT/MODIFICATION NO. P00006		3. EFFECTIVE DATE 17-Feb-2010		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY ARMY CONTRACTING AGENCY-ITEC4 2461 EISENHOWER AVE ALEXANDRIA VA 22331-1700		CODE W91QUZ		7. ADMINISTERED BY (If other than item 6) NCRCC - ITEC4 2461 EISENHOWER AVENUE ALEXANDRIA VA 22331-1700		CODE W91QUZ	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BELARC, INC RAY THORN 2 CLOCK TOWER PLACE SUITE 520 MAYNARD MA 01754-2542				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. W91QUZ-07-A-0005			
				X 10B. DATED (SEE ITEM 13) 04-Sep-2007			
CODE 1KJQ9		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: nsolom101332 1. The purpose of this modification is to replace Attachment D with the latest transmittal letters. 2. All other terms and conditions remained unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DONNA S. HARRIS / CONTRACTING OFFICER TEL: 703-325-4625 EMAIL: Donna.Harris@itec4.army.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Donna S. Harris</u>		16C. DATE SIGNED 19-Feb-2010	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

BPA TERMS AND CONDITIONS**Blanket Purchase Agreement
DoD Enterprise Software Agreement (ESA)**

In the spirit of the Federal Acquisition Streamlining Act, the Department of Defense (DoD) and Belarc, Inc. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract GS-35F-0003M.

Federal Supply Schedule Contract Blanket Purchase Agreements (BPA) reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations, and the evaluation of bids and offers.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

The Enterprise Software Initiative (ESI) is a joint DoD project to develop and implement a DoD enterprise process. This BPA is issued in the spirit of the policy and guidelines provided in the Defense Federal Acquisition Regulation Supplement (DFARS) Section 208.74.

This BPA is designated as a DoD ESI and GSA SmartBUY, which is open to all U.S. Executive Agencies (as defined in 48 CFR 2.1), including the DoD and authorized contractors, except as restricted herein. Belarc, INC. acknowledges that the GSA and OMB had indicated their intent to issue regulations that make this BPA a mandatory source for agencies of the federal government.

Attachments to this agreement are:

- Attachment A – Product and Price List
- Attachment B – License Agreement
- Attachment C – Report of Sales Format
- Attachment D – Fees and Payments

A. TERMS AND CONDITIONS

1. Pursuant to General Services Administration (GSA) Federal Supply Services (FSS) Contract Number GS-35F-0003M, Belarc, Inc. agrees to the following terms of a Blanket Purchase Agreement (BPA) with the Army Contracting Agency – ITEC4. All orders placed against this BPA are subject to the terms and conditions of the FSS Contract. The items on this BPA are set forth in Attachment A. License terms and conditions applicable to products acquired under this BPA are defined in the Belarc, Inc. License Agreement included as Attachment B. The Order of Precedence for resolving any inconsistency between the Commercial License and the GSA contract terms shall be as specified in the GSA contract's Commercial Item clause, FAR 52.212-4, and the provisions of FAR 52.212-4 specified in FAR 12.302, as required by Federal law, shall prevail over any terms of the commercial license.

2. **Funds Obligation.** The BPA does not obligate any funds. Funds will be obligated on each delivery order.

3. **BPA Term.** The BPA runs concurrently with the underlying GSA schedule. This expiration is contingent upon the Contractor maintaining or renewing a GSA FSS Schedule. The BPA will be reviewed annually to ensure that it still represents a “best value”.

4. **Pricing Terms.** The unit prices for this BPA shall be based on GSA Contract pricing currently in effect at time individual orders are placed. Attachment A provides unit prices as explained below. Prices shall not escalate, and Attachment A is not subject to upward adjustment during the term of the BPA. Spot discounting is encouraged. The prices will be reviewed annually, or as required to determine whether a reduction is appropriate in accordance with the price reduction provisions of the agreement. A 2.0% Acquisition, Contracting, and Technical (ACT) Fee shall be included in the prices. The contractor shall be responsible for the payment of all fees that are included in the product pricing (i.e. GSA, ACT), as calculated on the customer orders, in accordance with Attachment D.

5. Discount Terms and Conditions.

Software License

The single order dollar amount will be used to determine the applicable percentage discount. The discount for each order will be determined as follows:

- a. Establish configuration for a single order
- b. Contractor will calculate standard GSA prices for all CLINS supporting said single order
- c. The total GSA value, for new license product only, will determine appropriate discount tier
- d. Discounted ESI BPA price will be established based on allowable discount tier

A summary of the discount structure for new licenses is provided above in Table 1 below. Discounts apply to new product sales only. Therefore, 2nd year or out-year maintenance renewals leverage a different discount structure, as set forth in Section 7 below, and are not eligible for the new license discounts. Maintenance renewal CLINS can be part of a single ESI BPA order that includes new licenses but those CLINS will not be used in the calculation to determine the new license discount tier.

Table 1 –

Tier	Tier Structure based on Single Order Value of GSA Catalogue Price		Discount off the Tier 1 ESI Price
1	\$0	\$100,000	1%
2	\$100,001	\$500,000	3%
3	\$500,001	\$1,000,000	7%
4	\$1,000,001	\$1,500,000	9%
5	\$1,500,001	\$2,500,000	12%
6	\$2,500,001	\$4,500,000	15%
7	\$4,500,001	\$6,500,000	17%

8 \$6,500,001 + 19%

(See Tier 1 Pricing - Attachment A)

6. Out-Year Prices.

Maintenance Renewals

The single order dollar amount will be used to determine the applicable percentage discount.

The discount for each order will be determined as follows:

- a. Establish configuration for a single order
- b. Contractor will calculate standard GSA prices for all CLINS supporting said single order
- c. The total GSA value, for maintenance renewal only, will determine appropriate discount tier
- d. Discounted ESI BPA price will be established based on allowable discount tier

A summary of the discount structure for maintenance renewals is provided in Table 2 below. New license product CLINS can be part of a single ESI BPA order that includes maintenance renewals but those CLINS will not be used in the calculation to determine the maintenance renewal discount tier.

Table 2 - Maintenance Renewal License Volume Discount Structure

Tier	Tier Structure based on Single Order Value of GSA Catalogue Price	Discount off the Tier 1 ESI Price
1	\$0 \$100,000	1%
2	\$100,001 +	3%

(See Tier 1 Pricing Attachment A)

The following items are not subject to discount under this program and also are not included in computing the purchase order volume:

- Consulting services, Professional Services, Training, Implementation Plans
- Field Installation products and services

Price discounts for maintenance renewals provided in this ESI BPA are contingent on the Government allowing the Contractor to submit one invoice for the complete term of the maintenance services period and submitted at the beginning of the period of performance, assuming a valid ESI BPA order has been placed to Contractor. Payment will be standard terms in accordance with GSA Schedule Contract.

7. Price Reduction.

7.1 Most Favored Customer Prices. The prices under this BPA shall be at least as low as the prices that Belarc, Inc. has under any other contract instrument under like terms and conditions. If at any time the prices under any other contract instrument and or contract line items (CLINS) become lower than the prices in this BPA, this BPA will be modified to include the lower prices.

7.2 SmartBUY Transition. OMB has recently announced the SmartBUY initiative to maximize cost savings and achieve best quality when acquiring software. The General Services Administration (GSA) is the designated Executive Agent for SmartBUY. The initiative will establish software enterprise licensing on a government-wide basis. If during the term of this ESA, Belarc, Inc. and its resellers enter into a government-wide agreement with the GSA under the SmartBUY Initiative, which includes pricing for the specific products or services under similar terms and conditions as those licensed by the DoD, neither Belarc, Inc. or its resellers will preclude the DoD from licensing products or purchasing services under a SmartBUY agreement.

7.3 This BPA is designated as a DoD ESI and GSA SmartBUY contract, which is open to all U.S. Executive Agencies (as defined in 48 CFR 2.1), Independent Establishment as defined in 5 U.S.C. 104 (1) ("Agency"), including the DoD and authorized contractors, except as restricted herein.

8. License Agreement.

Software licenses purchased under this BPA are subject to the licensing provisions and the terms of the GSA Contract No. GS-35F-0003M and Attachment B, except that notwithstanding any provision to the contrary, licensee may request a transfer of the license, subject to approval by Belarc, which shall not be unreasonably withheld. In the event transfer is approved Licensee shall be required to fill out all necessary transfer documentation. Approved licenses are transferable within the DoD and authorized users (see Section B.1 herein).

Any delivery order issued hereunder will serve as proof of purchase. Upon validation and receipt of software, customers will be provided an electronic version of the license agreement. In the event of any inconsistency between the provisions of the BPA and the Attachment B, the provisions of the Attachment B will take precedence.

The following provisions will be included in a license addendum if the BPA is awarded to other than the software publisher:

8.1 Functionality Replacement and Extended Support. If the form, fit, or functionality contained in any licensed products acquired hereunder is substantially reduced or if the product is replaced, and/or (the contractor), provides this same or substantially similar functionality as a separate or renamed product, then the DoD is entitled to license such software at no additional licenses or maintenance fees. Throughout the term of this agreement, the contractor will provide support services for a period of one year.

8.2 Rights of Survivorship of the Agreement. This Agreement shall survive unto Belarc, Inc., its Successor, rights and assigns. The software and agreement terms and conditions as covered under this agreement shall survive this agreement notwithstanding the acquisition or merger of Belarc, Inc. by or with another entity. Any software name changes, re-packing or merger of similar products that carry forward the same or similar function of the software shall be supported with updates, upgrades and new releases under this agreement at no additional cost.

8.3 Audits. In lieu of any audit provisions in the license agreement, Licensee may perform an internal audit and will use its best efforts to keep full and accurate accounts that may be used to properly ascertain and verify numbers of licenses in use. Licensee may permit Belarc, Inc. to have access to Licensee records and computer systems and the right to audit such systems to

insure software use is in accordance with its license terms. All vendor personnel must have appropriate security clearances to gain access to Licensee site or data.

- 9. Media.** This software is not currently available on hard copy media. Software must be downloaded from Belarc's support Web site. Upon Credit Card or Purchase Order Approval, the end-users will be sent an email confirmation and their Belarc Customer ID (CID) will be validated for download capability. The end user can then go to Belarc's support site and enter their valid CID for download of the Software products. In the event the end user can not download the software a hard copy of the media will be shipped on request.

10. Support and Maintenance.

10.1. Support.

The software product under this BPA includes standard installation support for the first ninety (90) days after product delivery. See Attachment B for further details.

10.2. Maintenance. See Attachment B for details.

11. Professional Services. No professional services are provided under this BPA. Professional Services are available on request for additional cost. If required in the future, CLIN is 132-51 Information Technology Services.

12. On-Site Training. No professional services are provided under this BPA. Professional Services are available on request for additional cost. If required in the future, CLIN is 132-50 Classroom Training.

13. Technology Improvement. The Government may solicit and the BPA holder is encouraged to propose independently, technology improvements to the BPA. Proposals shall be submitted by the BPA holder and include a description of the products and/or services, an electronic copy of the pricing tables, technical literature that describes the products and/or services, and evidence of inclusion on GSA schedule. Discounts shall be at the same or greater discount level as the original BPA product prices.

15. Substitution and Technology Refreshment. If at any time during the life of this BPA, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the BPA holder shall provide a proposal to include the new or revised products on the BPA under the appropriate line items. Proposed prices for new or revised products shall be constructed in accordance with 7 of this BPA for most favored prices. Discounts shall be at the same or greater discount level as the original BPA product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days of the BPA holder's awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades including additional features and functionality, and successor or upgrade products.

B. AUTHORIZED USERS AND POINTS OF CONTACT

1. Authorized Users. The BPA is open for ordering by all Department of Defense (DoD) Components. For the purposes of this agreement, a DoD component is defined as: the Office

of the Secretary of Defense (OSD), the Military Departments, the Chairman of the Joint Chiefs of Staff, the Combatant Commands, the Inspector General of the Department of Defense (DoD IG), the Defense Agencies, the DoD Field Activities, the U. S. Coast Guard, NATO, the Intelligence Community and FMS with a Letter of Authorization. GSA or other applicable ordering organizations/agencies are authorized to place orders under this BPA on behalf of DoD end users and must comply with DFARS 208.7400. This has been designated as a DoD ESI Contract and is open for ordering by all United States Federal Agencies, Department of Defense (DoD) Components, and authorized contractors. This BPA is also open to DoD Contractors authorized to order in accordance with the FAR Part 51.

2. BPA Points of Contact:

a. Contracting Office:

Procuring Contracting Officer (PCO):

Donna S. Harris

Information Technology, E-Commerce and
Commercial Contracting Center (ITEC4)

ATTN: SFAE-IT-A

2461B Eisenhower Avenue

Alexandria, VA 22331-1700

Phone: 703-325-4625

Fax: 703-428-9842

Email: Donna.S.Harris@us.army.mil

b. Software Product Manager (SPM):

Software Product Manager (SPM):

PEO EIS

Assistant Project Manager, ASCP

Squire Hall, Building 283

Fort Monmouth, NJ 07703

SPM: Joe Simpson

Phone: 732-532-3012

Fax: 732-532-5185

Email: joseph.m.simpson@us.army.mil

or Alternate Point of Contact:

PEO EIS

Assistant Project Manager, ASCP

Squire Hall, Building 283

Fort Monmouth, NJ 07703

POC: Dee Wardle

Phone: 732-427-6793

Fax: 732-532-5185

Email: adelia.wardle@us.army.mil

SmartBUY Project Manager

Pebble Randolph

10304 Eaton Place, 3A-01

Fairfax, VA 22030-2213

Phone: 703-306-7594

Fax: 703-306-6816

c. Customer Point of Contact: (To be specified on each order.)

C. ORDERING

1. DFARS Section 208.74 directs DoD software buyers and requiring officials to check the DoD ESI website for DoD inventory or an ESA before using another method of acquisition. These steps for the buyer are summarized from the DFARS:

- a. Check the Enterprise Agreement Summary Table to determine if software rights or maintenance have already been purchased and are available from DoD inventory. If they are available, purchase the designated software from DoD inventory and reimburse the SPM.
- b. If the required software rights or maintenance are not available from inventory or from an ESA, you may use an alternate method of acquisition, subject to laws and policy.
- c. If the required software rights or maintenance are not available from inventory but are available from an ESA, you must follow the procedure in the DFARS Section 208.74.
- d. If you must obtain the software or software maintenance outside the DoD ESA, you may seek a waiver from a management official designated by your DoD Component.

This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at <http://www.esi.mil>. The Government will also post this contract *the Army Small Computer Program website*, <https://ascp.monmouth.army.mil/scp/index.jsp> As well as the GSA SmartBUY website, www.gsa.gov/smartbuy.

2. **Delivery Orders.** The scope of this effort is worldwide. Delivery requirements and administration will be stipulated on Delivery Orders.

Ordering via this BPA is decentralized. Orders are prepared by an authorized Government Ordering Officer, in accordance with the terms and conditions of this BPA and the GSA Schedule, or prime contractor authorized by a Government Contracting Officer in accordance with FAR Part 51. Orders may be placed by EDI, credit card, facsimile, on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155 or by logging on to the *Belarc Inc.* purchasing page at <http://www.belarc.com/belmanage.html>

Notice to Ordering Offices: This is a single award BPA established non-competitively against GSA Schedule. It is the responsibility of the Ordering Officer to --

- a. Comply with the ordering procedures of FAR 8.4 and DFARS 208.4
- b. Obtain competition and/or execute brand name or limited source justifications as applicable;
- c. Ensure compliance with all fiscal laws prior to issuing an order under this BPA;
- d. Incorporate into the order any regulatory and statutory requirements that are applicable to the agency for which the order is placed, if pertinent requirements are not already included in this BPA; and,
- e. Ensure the vendor selected for the order represents the best value and the lowest overall cost alternative.

3. **Users' Ordering Guide.** The Contractor shall develop a Users' Ordering Guide in coordination with the Government that will be posted to the Contractor web site and various Government sites. The Ordering Guide shall be submitted to the SPM and PCO within thirty (30) days of BPA issuance and made available on the Contractor's home page upon written approval. This guide shall be continuously updated as required. The guide shall contain all information necessary for geographically dispersed activities to place orders, including, as a minimum:

- a. URL where a complete list of products available, with appropriate contract line item numbers (CLINs) and associated prices can be found
- b. Government and Contractor Points of Contact
- c. Description of the ordering process
- d. Program Terms and Conditions
- e. License Terms and Conditions
- f. Information necessary to complete a DD350 (such as CAGE, DUNS, TIN, Business Size, etc.)
- g. Range of discounts
- h. Links to DoD ESI and the Government web sites

4. **E-Commerce Site.** It is the intention of the Government to use existing and future capability of the DoD Standard Procurement System, Electronic Data Interchange (EDI) capability, Government procurement card, and vendor electronic ordering capability to create a paper-less ordering, invoicing and payment process. During the term of the BPA, the Contractor shall participate to achieve this objective.

This BPA may also be loaded into the electronic catalog systems of other DoD agencies.

- a. The Contractor shall maintain a database of prices with the required and relevant information and links to technical specifications to be accessible by ITEC Direct in a distributed database environment.
- b. The Contractor shall provide EC/EDI capabilities and accept and respond to secure on-line orders and customer requests consistent with the terms of this acquisition vehicle.
- c. The Contractor shall use its commercially reasonable business efforts to adapt its business processes as the ASCP Direct technical requirements, environment and architecture evolve.

5. **Delivery Schedule.** The Contractor shall make available the current version of software via electronic download within five days of receipt of order.

6. **Delivery Notice.** Unless otherwise agreed to, all deliveries ordered under this BPA must be accompanied by a delivery notice, ticket or sales slips that must contain at a minimum the following information:

- a. Name of Contractor
- b. GSA Contract Number
- c. BPA Number
- d. Product Description/Model numbers

- e. Delivery order number
- f. Date of purchase
- g. Quantity, unit price and extension of each item (unit prices need not be shown when incompatible with the use of automated systems; provided that the invoice is itemized to show the information)
- h. Date of shipment

7. **Suspension.** There may be occasions where the Government may suspend ordering (by CLIN up to and including the entire BPA.) If a suspension is announced, the Contractor shall adhere to this suspension by not accepting/processing delivery orders for the suspended item(s).

D. INVOICING AND PAYMENT

1. **Invoicing.** The requirements of a proper invoice are as specified below as required by FAR 52.212-4 in the Federal Supply Schedule contract. Full text of this clause can be found on the web at URL: <http://farsite.hill.af.mil/>. The contractor shall submit an original invoice and three copies (or electronic invoice, if authorized), to the address specified on the delivery orders issued against the BPA. An invoice must include --

- a. Name and address of the Contractor;
- b. Invoice date and number;
- c. Contract number, contract line item number and, if applicable, the order number;
- d. Description, quantity, unit of measure, unit price and extended price of the items delivered;
- e. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- f. Terms of any prompt payment discount offered;
- g. Name and address of official to whom payment is to be sent;
- h. Name, title, and phone number of the person to be notified in event of defective invoice;
- i. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract; and
- j. Electronic funds transfer (EFT) banking information.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125. Prompt Payment Contractors are encouraged to assign an identification number to each invoice.

2. **Fast Payment Procedure.** The provisions of FAR 52.213-1 FAST PAYMENT PROCEDURE (*FEB 1998*) are incorporated in this BPA by reference and pertain to Credit Card purchases or other applicable order deliveries. Fast Payment procedures may be used when the conditions of FAR 13.402 are met and the delivery order authorizes Fast Payment. Full text of this clause can be found on the web at URL: <http://farsite.hill.af.mil/>.

3. **Precedence.** The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and the Contractor's invoice, the provisions of the BPA will take precedence.

E. BPA MANAGEMENT AND OVERSIGHT

1. The Contractor must provide centralized administration, in the form of a Program Manager, in support of all work performed under this BPA. The Program Manager, at a minimum, is required to participate in periodic program management reviews (which may require travel to a Government named site). Additional functions would include customer service, periodic program management reviews, invoicing, payment and submission of monthly and quarterly reports.

2. **Report of Sales.** Consistent with Clause C.22 of the GSA Schedule, a Report of Sales as described herein shall accompany the remittance of the ACT Fees to enable verification of the fee amounts rendered. Submission of the Report of Sales shall be submitted to the SPM and the PCO in electronic format within fifteen (15) days following the completion of the monthly reporting period, or as otherwise requested by the SPM. The report shall be submitted in the standard format shown in Attachment C. Negative reports are required. The SPM or PCO shall provide written approval of each report. At the end of each calendar quarter, the written approval provided to the contractor will be accompanied by a request to remit ACT fees. The SPM or PCO will provide copies of the Report of Sales on a quarterly basis to the DoD Components participating in fee sharing. If the BPA contains services, current ACT fee paid by Delivery Order and total ACT fees paid will be included in the report.

3. **United Nations Standard Products and Services Code.** The United Nations Standard Products and Services Code (UNSPSC) is a required field of the Report of Sales found in Attachment C. The UNSPSC code permits software asset management through a standard coding structure. The UNSPSC is a coding system used to classify both products and services for use throughout the global marketplace. The management and development of the UNSPSC Code is coordinated by GS1 US. The current version is available free as a download at <http://www.unspsc.org>.

4. **Records.** The Contractor shall maintain archival copies of all orders for the life of the BPA. Copies shall be made available to the Government upon request.

5. **Program Management Reviews (PMR).** The Contractor shall participate in regular reviews of the progress of the BPA. Reviews shall be held at least twice yearly as scheduled by the Software Product Manager. During these reviews the Contractor shall report on among other things, status of BPA sales, marketing and any outstanding issues concerning the BPA. PMR agenda and presentation format shall be provided prior to each PMR. Travel expenses are the responsibility of the contractor.)

6. **Sales Leakage.** The goals of the ESI Program can only be realized through cooperation between the Government and the Contractor to direct appropriate sales through the ESI vehicles. The Contractor shall ensure that all sales personnel are aware of the ESI Program and enforce the policy that this BPA is the preferred procurement vehicle for the products within. The Contractor shall also establish a process to regularly audit sales to Government buyers, determine where sales outside the ESI vehicle are occurring, and take appropriate action to direct further sales through the ESI vehicle. Results of these audits will be presented as an agenda item during PMRs.

7. **Marketing.** The Contractor shall dedicate reasonable resources to this effort and work to market and advertise this agreement. Desired actions include: advertising resultant vehicles on

the contractor's Internet site and advertising the agreement at relevant trade shows, participation in DoD Component sponsored events and news media geared to Government/DoD IT people.

8. Enterprise Integration Toolkit. The Enterprise Integration Toolkit is a program developed by the Assistant Deputy Under Secretary of Defense (L&MR) Logistics Systems Management (LSM) to assist DoD Program Managers, Contracting Officers and members of the Integrated Project Team (IPT) in the acquisition and implementation of Commercial Off The Shelf (COTS) Business Systems software.

The Toolkit provides guidance, processes and tools to define program needs and determine how to best meet these needs through an external acquisition via a three-tiered Roadmap to guide the entire life-cycle from problem definition to solution roll-out. It provides a collection of best practice tools adopted from the commercial industry, and includes more than 100 best practice templates, guides, checklists, and samples.

Because the Toolkit is not vendor specific and may be applied across a variety of COTS software package implementations, including this BPA, the Contractor, shall be familiar with the Toolkit and include as part of the Marketing effort required above, a description of the Toolkit for their customers, and a link to the Enterprise Toolkit web site at: <http://www.eitoolkit.com>.

F. Standards.

1. YEAR 2000 Compliance. All products provided under this BPA shall be Y2K compliant as defined in FAR 39.002.

2. Section 508 of the Rehabilitation Act Compliance. All products provided under this BPA must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. General information regarding the Section 508 Act can be found at the web site www.section508.gov.

3. Additional Clauses. Orders issued against this BPA are subject to the clauses included in the underlying GSA Schedule and the additional DFARS clauses listed below that are incorporated by reference in this BPA. Ordering Offices should consider the requirements of DFARS and the FAR supplement of the end user component, as it applies to commercial item acquisition and use of GSA schedules, in determining what additional clauses may be required for incorporation in the delivery order issued by the Ordering Office. The following FAR/DFARS clauses and provisions are hereby incorporated by reference with the same force and effect as if it was given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

<http://acquisition.gov/comp/far/index.html>

<http://farsite.hill.af.mil/>

- 252.204-7004 Alternate A (Nov 2003) - substitute paragraph (a) of this clause for paragraph (a) of the clause at FAR 52.204-7 -Central Contractor Registration (OCT 2003)
- 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998)
- 252.232-7009 Mandatory Payment by Government wide Commercial Purchase Card (JUL 2000)
- 252.232-7010 Levies on Contract Payments (SEPT 2005)
- 252.246-7000 Material Inspection and Receiving Report (MAR 2003)
- 252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (NOV 2006)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause, which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

 x 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses, which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- x 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- x 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- x 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- x 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
- x 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).
- x 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10

U.S.C. 2533a).

<u> x </u>	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
<u> x </u>	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
<u> x </u>	252.225-7021	Trade Agreements (NOV 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
<u> x </u>	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
<u> x </u>	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
<u> x </u>	252.225-7036	Buy American Act--Free Trade Agreements--Balance of Payments Program (OCT 2006) (___ Alternate I) (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
<u> x </u>	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
<u> x </u>	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
<u> x </u>	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
<u> x </u>	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
<u> x </u>	252.232-7003	Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).
<u> x </u>	252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
<u> x </u>	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
<u> x </u>	252.247-7023	Transportation of Supplies by Sea (MAY 2002) (___ Alternate I) (MAR 2000) (___ Alternate II) (MAR 2000) (<u> X </u> Alternate III) (MAY 2002) (10 U.S.C. 2631).

x 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)
(10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

Attachment A - Belarc Product and Price List

Enter discount from Table above

CLIN	Product Family	PART #	DESCRIPTION	Lic. Type	GSA Schedule 70 PRICE	Tier 1 ESI % Discount	Tier 1 ESI Price	Unit
132-33	BelManage	GS-BM-001	BelManage includes single server license, 250 seats and 3 months of updates	Perpetual	\$4,637.5000	See Discount Table	\$4,637.5000	PK
132-33	BelManage	GS-BM-AC-001	Additional BelManage Seats (251 - 5,000)	Perpetual	\$18.5500	See Discount Table	\$18.5500	EA
132-33	BelManage	GS-BM-AC-VP-001	Additional BelManage Seats "Volume Pricing" (5,001 - 10,000 seats)	Perpetual	\$13.9125	See Discount Table	\$13.9125	EA
132-33	BelManage	GS-BM-AC-VP-002	Additional BelManage Seats "Volume Pricing" (10,000+ seats)	Perpetual	\$9.2750	See Discount Table	\$9.2750	EA
132-34	BelManage	GS-BM-US-001	Annual BelManage Maintenance "Base Product"	Annual	\$645.7500	See Discount Table	\$645.7500	PK
132-34	BelManage	GS-BM-AC-US-001	Annual BelManage Maintenance "Base Product" (Additional 0 - 5,000 seats)	Annual	\$2.5830	See Discount Table	\$2.5830	EA
132-34	BelManage	GS-BM-AC-US-VP-001	Annual BelManage Maintenance "Volume Pricing" (Additional 5,001 - 10,000 seats)	Annual	\$1.9373	See Discount Table	\$1.9373	EA
132-34	BelManage	GS-BM-AC-US-VP-002	Annual BelManage Maintenance "Volume Pricing" (Additional 10,000+ seats)	Annual	\$1.2915	See Discount Table	\$1.2915	EA
132-34	BelManage	GS-BM-US-MR-002	Annual BelManage Maintenance "Renewal Base Product" (Additional Seats 0 - 5,000)	Annual	\$3.2560	See Discount Table	\$3.2560	EA
132-34	BelManage	GS-BM-US-MR-VP-003	Annual BelManage Maintenance "Renewal" (Volume Pricing 5,001 - 10,000 seats)	Annual	\$2.4420	See Discount Table	\$2.4420	EA
132-34	BelManage	GS-BM-US-MR-VP-004	Annual BelManage Maintenance "Renewal" (Volume Pricing 10,000+ seats)	Annual	\$1.6280	See Discount Table	\$1.6280	EA
132-33	BelManage	GS-AO-BM-BS-001	BelSecure Add-On Includes, 250 seats and 3 months of updates	Perpetual	\$2,318.7500	See Discount Table	\$2,318.7500	PK
132-33	BelManage	GS-AO-BM-BS-AC-001	Additional BelSecure Seats - 251 - 5,000	Perpetual	\$9.2750	See Discount Table	\$9.2750	EA
132-33	BelManage	GS-AO-BM-BS-AC-VP-001	Additional BelSecure Seats "Volume Pricing" (5,001 - 10,000 seats)	Perpetual	\$6.9563	See Discount Table	\$6.9563	EA
132-33	BelManage	GS-AO-BM-BS-AC-VP-002	Additional BelSecure Seats "Volume Pricing" (10,000+ seats)	Perpetual	\$4.6375	See Discount Table	\$4.6375	EA

132-34	BelMan age	GS-AO-BM-BS-US-001	Annual BelSecure Maintenance "Base Product"	Perpetual	\$322.8750	See Discount Table	\$322.8750	PK
132-34	BelMan age	GS-AO-BM-BS-AC-US-001	Annual BelSecure Maintenance "Base Product" (Additional 0 - 5,000 seats)	Annual	\$1.2915	See Discount Table	\$1.2915	EA

132-34	BelMan age	GS-AO-BM-BS-AC-US-VP-001	Annual BelSecure Maintenance "Volume Pricing" (Additional 5,001 - 10,000 seats)	Annual	\$0.9729	See Discount Table	\$0.9729	EA
132-34	BelMan age	GS-AO-BM-BS-AC-US-VP-002	Annual BelSecure Maintenance "Volume Pricing" (Additional 10,000+ seats)	Annual	\$0.6458	See Discount Table	\$0.6458	EA
132-34	BelMan age	GS-AO-BM-BS-US-MR-002	Annual BelSecure Maintenance "Renewal Base Product" (Additional Seats 0 - 5,000)	Annual	\$1.6280	See Discount Table	\$1.6280	EA
132-34	BelMan age	GS-AO-BM-BS-US-MR-VP-003	Annual BelSecure Maintenance "Renewal" (Volume Pricing 5,001 - 10,000 seats)	Annual	\$1.2210	See Discount Table	\$1.2210	EA
132-34	BelMan age	GS-AO-BM-BS-US-MR-VP-004	Annual BelSecure Maintenance "Renewal" (Volume Pricing 10,000+ seats)	Annual	\$0.8140	See Discount Table	\$0.8140	EA
132-33	Change History	GS-CH-001	Change History Base 250 seats and 3 months of updates	Perpetual	\$2,318.7500	See Discount Table	\$2,318.7500	PK
132-33	Change History	GS-CH-AC-001	Additional Change History Seats- 251-5,000	Perpetual	\$9.2750	See Discount Table	\$9.2750	EA
132-33	Change History	GS-CH-VP-001	Additional Change History Seats "Volume Pricing" (5,001 - 10,000 seats)	Perpetual	\$6.9563	See Discount Table	\$6.9563	EA
132-33	Change History	GS-CH-VP-002	Additional Change History Seats "Volume Pricing" (10,000+ seats)	Perpetual	\$4.6375	See Discount Table	\$4.6375	EA
132-34	Change History	GS-CH-US-001	Annual Maintenance Change History "Base Product"	Annual	\$322.8750	See Discount Table	\$322.8750	PK
132-34	Change History	GS-CH-AC-US-001	Annual Change History Maintenance "Base Product" (Additional 0 - 5,000 seats)	Annual	\$1.2915	See Discount Table	\$1.2915	EA
132-34	Change History	GS-CH-AC-US-VP-001	Annual Change History Maintenance "Volume Pricing" (Additional 5,001 - 10,000 seats)	Annual	\$0.9729	See Discount Table	\$0.9729	EA
132-34	Change History	GS-CH-AC-US-VP-002	Annual Change History Maintenance "Volume Pricing" (Additional 10,000+ seats)	Annual	\$0.6458	See Discount Table	\$0.6458	EA
132-34	Change History	GS-CH-US-MR-002	Annual Change History Maintenance "Renewal Base Product" (Additional Seats 0 - 5,000)	Annual	\$1.6280	See Discount Table	\$1.6280	EA

132-34	Change History	GS-CH-US-MR-VP-003	Annual Change History Maintenance "Renewal" (Volume Pricing 5,001 - 10,000 seats)	Annual	\$1.2210	See Discount Table	\$1.2210	EA
132-34	Change History	GS-CH-US-MR-VP-004	Annual Change History Maintenance "Renewal" (Volume Pricing 10,000+ seats)	Annual	\$0.8140	See Discount Table	\$0.8140	EA
132-33	BelMan age SNP	GS-BM-SNP-001	BMSNP includes single server license, 50 seats and 3 months of updates	Perpetual	\$1,599.9375	See Discount Table	\$1,599.9375	PK
132-33	BelMan age SNP	GS-BM-SNP-AC-001	BMSNP Additional Seats With Original Order	Perpetual	\$31.9988	See Discount Table	\$31.9988	EA
132-33	BelMan age SNP	GS-BM-SNP-AC-002	BMSNP Additional Seats After Original Order	Perpetual	\$33.3900	See Discount Table	\$33.3900	EA
132-34	BelMan age SNP	GS-BM-SNP-AC-US-001	Additional Annual Maintenance "BMSNP" With Original Order	Annual	\$3.8745	See Discount Table	\$3.8745	EA

132-34	BelMan age SNP	GS-BM-SNP-US-MR-002	Annual Maintenance "BMSNP"	Annual	\$4.8840	See Discount Table	\$4.8840	EA
132-33	BelMan age SNP	GS-AO-SNP-BS-001	BelSecure Small Network Package Add-On	Annual	\$10.6663	See Discount Table	\$10.6663	EA
132-34	BelMan age SNP	GS-AO-SNP-BS-US-001	Annual Maintenance BSSNP "With Original Order"	Annual	\$1.2915	See Discount Table	\$1.2915	EA
132-34	BelMan age SNP	GS-AO-SNP-BS-US-MR-002	Annual Maintenance "BSSNP"	Annual	\$1.6280	See Discount Table	\$1.6280	EA
132-33	BelSec ure SNP	GS-BS-SNP-001	BSSNP includes single server license, 50 seats and 3 months of updates	Perpet ual	\$1,599.9375	See Discount Table	\$1,599.9375	PK
132-33	BelSec ure SNP	GS-BS-SNP-AC-001	BMSNP Additional Seats With Original Order	Perpet ual	\$31.9988	See Discount Table	\$31.9988	EA
132-33	BelSec ure SNP	GS-BS-SNP-AC-002	BMSNP Additional Seats After Original Order	Perpet ual	\$33.3900	See Discount Table	\$33.3900	EA
132-34	BelSec ure SNP	GS-BS-SNP-AC-US-001	Additional Annual Maintenance "BSSNP" With Original Order	Annual	\$3.8745	See Discount Table	\$3.8745	EA
132-34	BelSec ure SNP	GS-BS-SNP-US-MR-002	Annual Maintenance "BSSNP"	Annual	\$4.8840	See Discount Table	\$4.8840	EA
132-33	BelSec ure	GS-BS-001	BelSecure includes single server license, 250 seats and 3 months of updates	Perpet ual	\$4,637.5000	See Discount Table	\$4,637.5000	PK
132-33	BelSec ure	GS-BS-AC-001	Additional BelSecure Seats - 251 - 5,000	Perpet ual	\$18.5500	See Discount Table	\$18.5500	EA
132-33	BelSec ure	GS-BS-AC-VP-001	Additional BelSecure Seats "Volume Pricing" (5,001 - 10,000 seats)	Perpet ual	\$13.9125	See Discount Table	\$13.9125	EA
132-33	BelSec ure	GS-BS-AC-VP-002	Additional BelSecure Seats "Volume Pricing" (10,000+ seats)	Perpet ual	\$9.2750	See Discount Table	\$9.2750	EA
132-34	BelSec ure	GS-BS-US-001	Annual BelSecure Maintenance "Base Product"	Annual	\$645.7500	See Discount Table	\$645.7500	PK
132-34	BelSec ure	GS-BS-AC-US-001	Annual BelSecure Maintenance "Base Product" (Additional 0 - 5,000 seats)	Annual	\$2.5830	See Discount Table	\$2.5830	EA
132-34	BelSec ure	GS-BS-AC-US-VP-001	Annual BelSecure Maintenance "Volume Pricing" (Additional 5,001 - 10,000 seats)	Annual	\$1.9373	See Discount Table	\$1.9373	EA
132-34	BelSec ure	GS-BS-AC-US-VP-002	Annual BelSecure Maintenance "Volume Pricing" (Additional 10,000+ seats)	Annual	\$1.2915	See Discount Table	\$1.2915	EA
132-34	BelSec ure	GS-BS-US-MR-002	Annual BelSecure Maintenance "Renewal Base Product" (Additional Seats 0 - 5,000)	Annual	\$3.2560	See Discount Table	\$3.2560	EA
132-34	BelSec ure	GS-BS-US-MR-VP-003	Annual BelSecure Maintenance "Renewal" (Volume Pricing	Annual	\$2.4420	See Discount Table	\$2.4420	EA

			5,001 - 10,000 seats)					
132-34	BelSecure	GS-BS-US-MR-VP-004	Annual BelSecure Maintenance "Renewal" (Volume Pricing 10,000+ seats)	Annual	\$1.6280	See Discount Table	\$1.6280	EA
132-33	Oracle I/F	GS-OIF-001	Belarc Oracle Interface Module	Perpetual	\$4,637.5000	See Discount Table	\$4,637.5000	PK
132-34	Oracle I/F	GS-OIF-US-001	Annual OIF Maintenance "With Original Order"	Annual	\$645.7500	See Discount Table	\$645.7500	EA
132-34	Oracle I/F	GS-OIF-US-MR-002	Annual OIF Maintenance "Renewal"	Annual	\$814.0000	See Discount Table	\$814.0000	EA
	Auditor	GS-BMA	Auditor includes single server license, 250 seats and 1 Year of Updates	Perpetual	\$2,318.7500	See Discount Table	\$2,318.7500	PK
	Auditor	GS-BMA-AC001	Additional Auditor Seats - 251 - 5,000	Annual	\$4.6375	See Discount Table	\$4.6375	EA
	Auditor	GS-BMA-AC-VP-001	Additional Auditor Seats "Volume Pricing" (5,001 - 10,000 seats)	3 Months	\$3.4781	See Discount Table	\$3.4781	EA
	Auditor	GS-BMA-AC-VP-002	Additional Auditor Seats "Volume Pricing" (10,000 + seats)	3 Months	\$2.3188	See Discount Table	\$2.3188	EA
	Auditor	GS-BMA-ASL-001	Annual Auditor Server Maintenance "Renewal"	Annual	\$1,159.3750	See Discount Table	\$1,159.3750	EA
	PKI	AO-PKI	PKI includes single server license and 3 months of updates	Perpetual	\$250.0000	See Discount Table	\$250.0000	PK
	PKI	AO-PKI-MR	Annual PKI Maintenance "Renewal"	Annual	\$50.0000	See Discount Table	\$50.0000	PK

Attachment B - Belarc Software License Agreement

Introduction

Belarc develops and licenses Intranet based computer management systems. Licensee desires to use such systems. Therefore in consideration of the promises and mutual covenants set forth in this Agreement and intending to be legally bound, the parties hereto agree as follows:

1. Definitions

"Software" means the set of executable computer programs (either object code or source code, if provided), documentation and other material related to the Products. The term "Software" includes all updates, upgrades, maintenance releases, supplementary programs, utilities, tutorials and other software materials that Belarc may provide in relation to such Products.

"Products" are listed separately in the appendix to this Agreement - see Product Descriptions. A separate Product Description will apply to each Product licensed from Belarc under this Agreement. The Product Description will identify the Product and indicate the License Fees, Term of License, and other conditions for licensing that Product. Each Product Description will refer to this Agreement by Contract Number and will become effective as an integral part of this Agreement upon its execution by both Licensee and Belarc.

2. License

2.1 Belarc grants Licensee, a perpetual rights use license, subject to the terms set forth in this Agreement and in the Product Descriptions, attached, a nonexclusive, worldwide right and license to use, execute and display (if applicable) the Products listed in the Product Descriptions on its intranet.

2.2 Belarc further grants Licensee a non-exclusive, fully paid up license under its U. S. Patent No. 5,665,951, issued September 9, 1997, entitled "Customer Indicia Storage And Utilization System," with the right to sub-license, for the purpose of and limited to the carrying out of other licenses granted herein, and for the duration of other licenses granted herein. Licensee agrees not to remove any patent or other notices in respect of Belarc's intellectual property from Software or Products licensed hereunder as provided by Belarc to Licensee.

3. Belarc's Intellectual Property

3.1 Acknowledgment of Rights. Licensee acknowledges that (i) as between Belarc and Licensee, all right, title and interest in and to the Software (including any and all patents, copyrights, trade secret rights, trademarks, trade names and other proprietary rights embodied therein or associated therewith) are owned by Belarc, (ii) this Agreement in no way conveys any right or interest in the Software other than the limited rights and licenses expressly granted herein, (iii) the Software are works protected by the patent and copyright laws of the United States and international treaties, and (iv) Belarc asserts that the Software embody valuable confidential and secret information of Belarc, the development of which required the expenditure of considerable time and money.

3.2 Licensee's Obligations. Except as may be otherwise expressly authorized herein, Licensee shall (i) not alter, reverse engineer, disassemble, decompile, translate any Software or Products, (ii) not alter or modify the executable Software in any respect, (iii) not copy or replicate the database entries in whole or in part, (iv) take all precautions, including secure storage of the media containing copies of the Software, reasonably necessary to prevent unauthorized or improper use or disclosure of the Software, (v) Licensee shall not remove current Belarc product branding or co-brand any Belarc products.

3.3 Injunctive Relief. Breach by Licensee of its obligations under this Section 3 may cause Belarc irreparable damage for which remedies other than injunctive relief would be inadequate, and Licensee specifically agrees that in any such event Belarc will be entitled to an injunction or similar equitable relief immediately upon request to a court of competent jurisdiction.

4. Warranty Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE. BELARC DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS TO ALL PRODUCTS AND SOFTWARE.

5. Limitation of Liability.

(a) The cumulative liability of Belarc for all claims relating to the Product(s) and any services rendered hereunder, in contract, tort, or otherwise, shall not exceed the total amount of all license fees paid to Belarc for the relevant Product(s) or services within the prior year. In no event shall either party be liable to the other for any consequential, indirect, special, or incidental damages, even if such party has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

6. Confidentiality.

(a) Definition of Proprietary Information. For purposes of this Agreement, "Proprietary Information" means Belarc's Software and documentation and any complete or partial copies thereof, the concepts, techniques, ideas and know-how embodied and expressed in any computer programs included in the Belarc Software, including the structure, sequence, and organization of such programs and database, Belarc's third-party database structure, any queries issued by Belarc software to any database, any other third-party software licensed with or as part of the Belarc Software, benchmark results, information contained in Belarc's server and client software, and any other information identified as confidential and proprietary information of Belarc ("Belarc Proprietary Information"); provided that, any part of the Belarc Proprietary Information which: (a) is or becomes publicly available through no act or failure of the other party; or (b) was or is rightfully acquired by the other party from a source other than the disclosing party prior to receipt from the disclosing party; or (c) becomes independently available to the other party as a matter of right; or (d) already known to a party without an obligation of confidentiality; or (e) is independently developed without use of the other party's Proprietary Information; or (f) approved by the party for disclosure; or (h) is required to be disclosed pursuant to the requirement of a government agency or by operation of law subject to prior consultation with the disclosing party's legal counsel shall be excluded.

(b) Limits of Disclosure. Neither party shall, without the other party's prior written consent, disclose, provide, or make available any of the Proprietary Information of the other party in any

form to any person, except to bona fide employees, officers, directors, or consultants of such party whose access is necessary to enable such party to exercise its rights hereunder. Each party agrees that prior to disclosing any Proprietary Information of the other party to any consultant, it will obtain from that consultant a written acknowledgment that such consultant will be bound by the same terms as specified in this Section 6 with respect to the Proprietary Information.

(c) Protective Precautions. Licensee agrees to maintain a log of the number and location of all originals and copies of the Belarc software of which it comes into possession. Licensee and Belarc acknowledge that any disclosure to third parties of Proprietary Information may cause immediate and irreparable harm to the owner of the disclosed Proprietary Information; therefore, each party agrees to take all reasonable steps and the same protective precautions to protect the Proprietary Information from disclosure to third parties as with its own proprietary and confidential information.

7. Term and Termination

7.1 Term. The term of this Agreement shall commence on the date first set forth above and continue until the ending date shown in the applicable Product Description.

7.2 Termination for Breach. Except as otherwise provided herein, (a) if Licensee materially breaches any obligation under Section 3, Belarc may at its sole option terminate this Agreement by written notice effective thirty (30) days following receipt, and (b) if either party materially breaches any other obligation hereunder and fails to fully cure such breach within sixty (60) days after written notice thereof, the other party may at its sole option terminate this Agreement by written notice effective upon receipt.

7.3 Termination for non-payment. Without prejudice to other remedies, Belarc may terminate this Agreement for default if upon written notice, Licensee fails to make any payment identified as delinquent within ten days.

7.4 Effect of Termination. Upon any termination of this Agreement: (a) Licensee shall immediately remove all Software and Products, (b) discontinue use and distribution of the Software, and (c) Licensee shall immediately return all copies of Software, Products and related documentation to Belarc. Termination of this Agreement will not affect any rights or duties arising under it with respect to Section 3-Belarc's Intellectual Property.

8. Notices

Any notice required or permitted to be given hereunder shall be in writing and shall be effective upon delivery to the respective address of the relevant recipient party set forth at the head of this Agreement. Invoices and routine communications may be sent by first-class mail, postage prepaid, to such locations or persons as either party may designate in writing from time to time. Either party may change its address for the receipt of notices, requests or other communications hereunder by written notice duly given to the other party. Each party agrees to acknowledge in writing receipt of any notice upon delivery.

9. Miscellaneous

9.1 Section Headings. The sections in this Agreement are for convenience only and are in no way to be construed as part of this Agreement nor as a limitation of the scope of the particular sections to which they refer.

9.2 Relationship of Parties. The parties hereto are independent contractors, and nothing contained herein will be deemed or construed to create a joint venture, franchise, partnership, agency or similar relationship between Belarc and Licensee. Neither party has any authority to, and shall not, enter into any agreement or undertake any obligation on behalf of the other party.

9.3 Severability. All terms and provisions of this Agreement are severable. Any term or provision of this Agreement or any application thereof which may be invalid or unenforceable shall be ineffective only to the extent of such prohibitions or unenforceability without affecting the remainder of the Agreement or any other application of such term or provision.

9.4 Transferability. Licensee is permitted to transfer licenses to other users within the same Department (Army, Navy, Air Force) and within the same offices of the OSD including Agencies and Field Activities. Transfers to contractors require prior written consent of Belarc. Transfer or delegation without such consent shall be void. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

9.5 Modifications. This Agreement may be modified only by a written instrument duly executed by an authorized officer of the party affected by such modification. No condition, usage of trade, course of dealing or performance, understanding or agreement purporting to amend, modify, vary, explain or supplement the terms or conditions of this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound.

9.6 Waiver. No delay or failure by either party to detect, protest or remedy the failure of the other party to perform any obligation under this Agreement will constitute a waiver of such other party's rights. No waiver of any provision of this Agreement or of any rights or obligations of either party hereunder will be effective unless in writing and signed by an authorized officer of the waiving party.

9.7 Limitation of Actions. With the exception of provisions of the Agreement that survive its expiration or termination or relate to violation of the proprietary rights of Belarc, no action, regardless of from, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, or, in the case of an action for nonpayment, more than two years after the date the last payment was due.

9.8 No Other Agreement. This License constitutes the entire agreement between the parties relating to the Software and Products and supersedes any proposal or prior agreement, oral or written, and any other communication relating to the subject matter of this License. If any provision of this License is held to be unenforceable in any respect, such provision shall be reformed only to the extent necessary to make it enforceable.

Product Description

Reference Contract No.: _____

Date: _____

Name of Product(s): BelManage

Installation Site: Server license for [Licensee Name] only.

Clients: [number] PCs owned, leased or managed by [Licensee Name] only.

License Fees: [enter \$ amount and description of licenses for initial purchase]

Term: Perpetual.

Updates and Support: Three months. Additional 12 months of Updates and Support can be purchased at 20% of the Gross license fee (15% for any coverage purchased at the time of the initial license purchase). Phone support during regular office hours (EST). Email support 7x24. Support includes explanations of proper installation and operation of the product, product capabilities, data captured and the supplied reports; general advice as to how to best make use of the product; and help in resolving operational problems of the product. Support is provided by knowledgeable technical personnel. Upgrades include all in-version and new version software releases. Updates and Support coverage shall be continuous; each Updates and Support coverage period shall start at the previous expiration date, and cover both the period from expiration to the present (if any) and the period from the present to the end of the new period. Updates and Support periods shall be 12 months or longer.

Other: [Licensee Name] must either allow usage summary statistics to be uploaded to Belarc, Inc.'s web server or to email the BelManage License Validation log file "C:\BelManage\LicenseValidation.log" monthly to Belarc at count@belarc.com. This is to monitor the number of clients on the BelManage server for licensing purposes.

Accepted by:

LICENSEE:

BELARC, INC.

By: _____
(Authorized Signature)By: _____
(Authorized Signature)_____
Name (Print or Type)_____
Name (Print or Type)_____
Title_____
Title_____
Date_____
Date

Attachment C- SAMPLE VENDOR REPORT FORMAT

1. General Information (applies to all reports)

1.1 ASCP Manages Data by Contract:

- a. Reports must be submitted and managed by contract. Vendors with more than one contract with ASCP must maintain contract data integrity by submitting and managing separate reports for each contract. ASCP will not accept mixed contract data submitted in the same report.

1.2 Online FAQ / Tutorial:

- a. Click on the following link for an online FAQ / Tutorial:
- b. https://ascp.monmouth.army.mil/files/ascp_cd.pps (Requires Power Point)

1.3 Report Format:

- a. Tab Delimited Variable (.tab). The file shall have text only. No formatting, "hard line returns", embedded special characters, or word wrapping within a column.
- b. All reports must have complete column headings in the first line.

1.4 Report Delivery:

- a. All reports shall be emailed as attachments to amsel-dsa-scp-cr@mail1.monmouth.army.mil
- b. Please compress/zip large files. The file extension .zip cannot be used. Rename .zip files to .xxx.

1.5 Reports are due:

- a. In accordance with this document as indicated for each report.

1.6 Rejection of reports:

- a. Vendor reports will be loaded via an automated process; therefore ASCP reserves the right to reject reports submitted by the vendor if required information is missing or if the file is unusable due to formatting issues. Report submissions must meet the formatting guidelines in this document. Each report will be checked by ASCP for content as well as formatting. If ASCP rejects a report, the report will be returned to the vendor with explanations identifying the problem(s).
- b. The vendor must make the necessary corrections and resubmit the report in its entirety within three (3) business days from the day the report was returned.
- c. The online FAQ / Tutorial provides examples of common rejection reasons.

1.7 Revised Reports:

- a. Revised reports must be submitted as a complete file (i.e. make changes/corrections to the original file and resubmit the entire file, not just what was changed).
- b. The file name format when submitting revised files must follow the file name format stipulated for each report (Order Transaction, Product Attributes, Fee for Service) with the addition of (Rev) immediately preceding the file extension .tab. For example, the first revision of an OT report would be named Contractnumber_OT_yyyy_mm_dd_cum-1(Rev1).tab. Subsequent revisions to the same file should indicate the revision number (e.g. Rev2, Rev3, etc).

1.8 File Names:

- a. File names must not exceed 50 characters. The date in the file name should be the submission date and should not indicate the end or start dates of data within the report.

2. Order Transaction (OT) report

- a. The OT report provides sales data that populates the ASCP database. This data is used to calculate sales against the contract and provides visibility into the quantity and types of products sold on the contract.
- b. OT reports shall be submitted quarterly. OT reports are due within 15 calendar days of each quarterly reporting period.
- c. The OT report is cumulative in nature. **Each report shall include all transactions** (i.e., Credit Card and Paper Orders) from contract inception up to the end of the month preceding the submission date of the file.
- d. A **negative report** for OT is required to inform ASCP that there have been no sales to date on this contract. A file is still required with the following column entries mandatory:
 - Column labeled "Contract Number"
 - Column labeled "Vendor Reported Total of this file" (entry is 0.00)
 - Column labeled "Contract Sales to Date" (entry is 0.00)
 - Column labeled "File Name"
- e. The file name format for the OT report is: ContractNumber_OT_yyyy_mm_dd_cum-1.tab. A mutually agreeable cut-off date for the cum-1 report will be determined. New cumulative files shall only contain data not already reported in prior cumulative files (e.g. cum-1). Subsequent files shall be named ContractNumber_OT_yyyy_mm_dd_cum-2.tab, cum-3, cum-4, and so on.
- f. The dollar amount reflected in column labeled "Dollar amount of Transaction" must match the total transaction value.
- g. Column labeled "Date of Transaction" must reflect the effective date of the order. For example: block 3 of the SF 1449. For credit card orders, the date shall reflect the date the order is entered into the contractor's system.
- h. Entries for column labeled "Country" must come from the ASCP "Country List" found at <https://ascp.monmouth.army.mil/scp/content/countrylist.jsp>.
- i. Entries for columns labeled "Service or Agency" and "Army Activity" must come from the ASCP "Service/Agency" and "Army Activities" lists found at <https://ascp.monmouth.army.mil/scp/content/activitylist.jsp>.
- j. Column labeled UNSPSC" must contain a United Nations Products and Services Code (UNSPSC) for each CLIN. Sample UNSPSC codes are shown below. UNSPSCs for other products in ECCMA format can be found at <http://www.eccma.org/new/>

Sample UNSPSC Codes are below.

NOTE: Please use the latest UNSPSC codes from ECCMA (For ESI Contracts, the applicable codes would be Software and Services).

<u>Equipment</u>	<u>UNSPSC in ECCMA Format</u>
Server 32-bit	43.21.15.01.00 (Computer Servers)
Server 64-bit Servers)	43.21.15.02.00 (High end Computer
Workstation Computers)	43.21.15.07.00 (Desktop
Desktop PC Computers)	43.21.15.08.00 (Personal

Notebook Computers)	43.21.15.03.00 (Notebook
Thin Client Computers)	43.21.15.06.00 (Thin Client
Storage input device)	43.20.22.06.00 (Storage drive or
Network Products (Routers/Switches Equip)	43.22.26.00.00 (Network Service
Printers	43.21.21.00.00 (Computer Printers)
Software	43.23.00.00.00 (Software)
Services	81.11.00.00.00

k.. Equipment ancillary items, such as internal disk drives, memory modules, etc. sold as separate line items should be coded with the UNSPSC for that specific item, NOT with the UNSPSC for the equipment item with which they are related (i.e server, workstation, etc.)

l. If a CLIN contains a mixture of items shown above the UNSPSC for that CLIN should identify the dominant items or that best describes the solution provided under the CLIN.

m. REPORTING INSTRUCTIONS FOR "SPECIAL SOLUTIONS" CLIN(S):

Special Solutions orders are generally comprised of a mixture of software products/services and are priced at the top level. The following example illustrates the correct format for reporting Special Solutions orders on the OT report. Example is based on a \$5,000,000 "Special Solutions" order that is made up of 3 different software products.

CLIN#	ITEM DESCRIPTION	CLIN QUANTITY	CLIN EXTENDED U/P	DOLLAR AMT OF TRANSACTION
1003	Oracle "Special Solutions"	1	5,000,000.00	5,000,000.00
ORA-123	Software Product #1	5	0.00	5,000,000.00
ORA-124	Software Product #2	2	0.00	5,000,000.00
ORA-125	Software Product #3	10	0.00	5,000,000.00

The BPA CLIN number(s) for the product(s) that comprise the "Special Solutions" order must appear in the CLIN column. Quantity must be specified also. Enter CLIN Unit Price and Extended Unit Price as 0.00 (Special Solutions orders are priced at the top level). Repeat Dollar Amount of Transaction for all items in the order.

MIGRATIONS: Use the Special Solutions CLIN to report migrations. In the Item Description column, enter "(Vendor) Special Solutions - Migration". For CLIN Quantity, enter 1. CLIN Unit Price and CLIN Extended Unit Price should be the same. Dollar amount of transaction is the CLIN Extended Unit Price plus the ACT Fee.

n. Since the OT report is cumulative, vendors may correct previously reported information in subsequent reports (see Section 1. General Information, Revised Reports) such as:

- o Removing a cancelled order or an order/mod previously reported in error.
- o Correcting dollar amounts previously reported by an order/mod.
- o Correcting items ordered previously reported for an order/mod.

Excel	Column	Format	Required?	Comments
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Column	Name			
A	Contract Number	Alphanumeric (21)	Y	Enter the Contract Number Example: W91QUZ-07-D-XXXX
B	Order Number	Alphanumeric (50)	Y	Enter the delivery order number. Must be unique when combined with the contract number.
C	Modification Number	Alphanumeric (50)	Y*	*Required only when reporting mods. NOTE: <i>This may be a vendor assigned number indicating a transaction reported previously needs to be modified. Example: A credit card transaction.</i>
D	Transaction Type	Alphanumeric (2)	Y	CC = Credit Card, DO= Direct Ordering/Paper Order
E	Date of Transaction	DD-MMM-YYYY	Y	Date of the order or modification (i.e. 14-FEB-2006)
F	Date Transaction Cancelled	DD-MMM-YYYY	Y*	* Required for cancelled transactions
G	UNSPSC	Alphanumeric (14)	Y	Updated UNSPSC codes can be found at http://www.eccma.org/new
H	CLIN Number	Alphanumeric (39)	Y	Contract Line Item Number (CLIN) Unique contract identifier of item being ordered (as identified in contract) NOTE: When reporting "SPECIAL SOLUTIONS" CLIN(s) please follow instructions in Section 2.
I	Item Description	Alphanumeric (250)	Y	A short description of the item/CLIN that was purchased. Example: OEM, Make, Model
J	CLIN Quantity	Number (11,0)	Y	Quantity being ordered.
K	CLIN Unit Price	Number (11,2)	Y	Price per item. Price should reflect the unit price in dollars and cents. Do not round up to whole dollars and use only two decimal places to indicate "cents." (e.g. 10125.15) .
L	CLIN Extended Dollar Amount	Number (11,2)	Y	Extended Dollar Amount = (CLIN quantity x unit price). The sum of this column must equal the total of all orders in this file. Do not round up to whole dollars and use only two decimal places to indicate "cents." (e.g. 10125.15).
M	Dollar amount of Transaction	Number (12,2)	Y	Total dollar amount of the transaction (order or order mod). Do not round up to whole dollars and use only two decimal places to indicate "cents." (e.g. 10125.15).
N	POC Last Name	Alphanumeric (50)	Y	Customer's Last Name.
O	POC First Name	Alphanumeric (50)	Y	Customer's First Name.
P	POC Title	Alphanumeric (50)	N	Customer's Title (i.e. COL, Mr., Ms., etc.).
Q	Telephone Number	Alphanumeric (50)	Y	Customer's telephone number. Format: 9999999999
R	Email address	Alphanumeric (100)	Y	Customer's email address.

S	Street Address 1	Alphanumeric (100)	Y	First line of the Customer's Ship-To address.
T	Street Address 2	Alphanumeric (100)	Y	Second line of the Customer's Ship-To address.
U	Street Address 3	Alphanumeric (100)	Y	Third line of the Customer's Ship-To address.
V	City	Alphanumeric (100)	Y	Customer's Ship-To City.
W	State	Alphanumeric (2)	Y	Customer's Ship-To State for USA only. Post office two character abbreviation.

X	Country	Alphanumeric (2)	Y	Indicate the “Ship-To” country. Entry must be “US” for the United States or the 2-Character country code abbreviation from the Service/Agency/Country Code list located at https://ascp.monmouth.army.mil/scp/content/countrylist.jsp . This column is only 2-characters wide so you must use the abbreviations only.
Y	5-digit Zip Code	Number (5)	Y	Five-digit Customer Ship-To zip code.
Z	4-digit Zip Code Extension	Number (4)	N	Four-digit extension Customer Ship-To zip code.
AA	End User Service or Agency	Alphanumeric (20)	Y	Use the abbreviation from the Service/Agency/Country Code list located at https://ascp.monmouth.army.mil/scp/content/activitylist.jsp
AB	Army Activity	Alphanumeric (20)	Y*	* Required if previous column equals “Army”. Use the abbreviation from the <i>Army Activity</i> list located at https://ascp.monmouth.army.mil/scp/content/activitylist.jsp
AC	Comments	Alphanumeric (250)	N	Free text.
AD	Reduced/Waived ACT Fee	Alphanumeric (6)	Y	If transaction involves a Reduced or Waived ACT Fee, indicate here. R = Reduced ACT FEE W = Waived ACT FEE
AE	Order Discount	Number (10)	Y	Enter discount percent on order using the following format: A 40% discount should be entered as .40
AF	Vendor Reported Total for this file	Number (12,2)	Y	The sales on contract that are included in this file being submitted.
AG	Contract Sales to Date	Number (12,2)	Y	Total Sales to date on this contract.
AH	File Name	Alphanumeric (50)	Y	Exact file name that is being submitted.

3. Product Attribute (PA) report

- a. The PA report is a representative sampling of products that are contained in the contractor’s catalog. Products identified in the PA report determine the level of customer visibility of the contractor’s products on the ASCP web site.
- b. The file name format for the PA report is Contractnumber_PA_yyyy_mm_dd.tab
- c. Product Attributes (PA) are required for Servers, Thin Clients and Storage.
- d. The PA report/file must be a full replacement. ASCP will replace the vendors existing PA file with the most recent submission. Partial updates are not permitted.
- e. Product Attribute reports are due, no later than 10 days from when:
 - o Catalog products have changed or
 - o New products are added to the catalog
- f. Each item in the PA file should provide, in column labeled “Description”, an easy to understand description of the product.
- g. Each item in the PA file must have a unique item number which must be consistent throughout the lifecycle of that item.
- h. Items with prices of \$0.00 will automatically default to “RFQ required” regardless of what is entered in column labeled “Item Type”.
- i. UNSPSC codes for column labeled “UNSPSC” can be found at <http://www.eccma.org/new>. Please also refer to the sample UNSPSC codes under section 2 (Order Transaction (OT) Report).

Product Attributes (PA)

Excel Column	Column Name	Format	Required?	Comments
A	Contract Number	Alphanumeric (21)	Y	Enter Contract Number (including dashes). Example: W91QUZ-07-D-XXXX
B	Report Type	Alphanumeric (1)	Y	Please Enter "F" for Full Catalog Replacement
C	Disposition	Alphanumeric (1)	N/A	Leave Blank
D	Item Type	Alphanumeric (1)	Y	Enter "2" if an RFQ is required prior to purchasing this item. Enter "3" if this item is orderable online from ASCP without restrictions.
E	Item Number	Alphanumeric (39)	Y	Unique number for the item. For example, product #, manufacturer part #, contract line item. Must be Unique for each item.
F	UNSPSC	Alphanumeric (14)	Y	Updated UNSPSC codes can be found at http://www.eccma.org/new
G	Price	Number (12,2)	Y	Price per item. Price should reflect the unit price in dollars and cents. Do not round up to whole dollars and use only two decimal places to indicate "cents." (e.g. 10125.15)
H	Unit of Issue	Alphanumeric (12)	Y	Unit of issue (ea., lot)
I	Manufacturer	Alphanumeric (40)	N	
J	Model	Alphanumeric (40)	N	
K	Warranty	Alphanumeric (10)	N	
L	Specification sheet url	Alphanumeric (250)	N	Provide a URL for the spec sheet of the product
M	Photo url	Alphanumeric (250)	N	Provide a URL for the photo of the product
N	Description	Alphanumeric (250)	Y	
O	Related_to_item_1	Alphanumeric (39)	N	Refer to the related item paragraph below
P	Related_to_item_2	Alphanumeric (39)	N	Refer to the related item paragraph below
Q	Related_to_item_3	Alphanumeric (39)	N	Refer to the related item paragraph below
R	Related_to_item_4	Alphanumeric (39)	N	Refer to the related item paragraph below
S	Related_to_item_5	Alphanumeric (39)	N	Refer to the related item paragraph below
T	Attribute 1	Alphanumeric (250)	Y*	* Required for Servers, Storage and Thin Clients See Attribute Legend below
U	Attribute 2	Alphanumeric (250)	Y*	* Required for Servers, Storage and Thin Clients See Attribute Legend below
V	Attribute 3	Alphanumeric	Y*	* Required for Servers, Storage and Thin

W	Attribute 4	(250) Alphanumeric	Y*	Clients See Attribute Legend below * Required for Servers, Storage and Thin
X	Attribute 5	(250) Alphanumeric	Y*	Clients See Attribute Legend below * Required for Servers, Storage and Thin
		(250)		Clients See Attribute Legend below

Y	Attribute 6	Alphanumeric (250)	Y*	* Required for Servers, Storage and Thin Clients See Attribute Legend below
Z	Attribute 7	Alphanumeric (250)	Y*	* Required for Servers and Thin Clients See Attribute Legend below
AA	Attribute 8	Alphanumeric (250)	Y*	* Required for Servers and Thin Clients See Attribute Legend below
AB	Attribute 9	Alphanumeric (250)	Y*	* Required for Servers and Thin Clients See Attribute Legend below
AC	Attribute 10	Alphanumeric (250)	Y*	* Required for Servers See Attribute Legend below
AD	Attribute 11	Alphanumeric (250)	Y*	* Required for Servers See Attribute Legend below
AE	Attribute 12	Alphanumeric (250)	Y*	* Required for Servers See Attribute Legend below
AF	Attribute 13	Alphanumeric (250)	Y*	* Required for Servers See Attribute Legend below
AG	File Name	Alphanumeric (50)	Y	Exact file name that is being submitted.

Related Items

The columns named “related_to_item_1 thru related_to_item_5” are used to associate related items to the primary item. The rules for using related items are:

- a. Only 1 item per row may be specified
- b. You may associate up to 5 items
- c. All items must be from the same contract

Vendor Status (VS)

File Layout Definition

1. This report is due weekly, monthly or quarterly based on your specific contract terms.
2. An e-mail response is required for negative reports (no transactions to report).
3. This electronic report needs to be submitted as a Microsoft Excel Spreadsheet, to:
4. No extra spaces, commas, or ampersands allowed in the spreadsheet. Dashes are allowed. File name cannot be more than 50 characters in length.
5. Vendor needs to ensure leading zeros are not dropped. For example, order number 0030 should not appear as 30.
6. When canceling orders, enter the date in the **Date Transaction Cancelled** column in this report.
7. NOTE: Order Transaction and Vendor Status reports are cross-referenced for reconciliation and therefore, data must be consistent in both reports (i.e. order number, dates, dollar amounts, etc.).
8. Format for 16 required columns (all 16 columns are required even when there is no data for a specific column):

Excel Column	Column Name	Format	Comments
A	Contract Number	Alphanumeric (21)	
B	Order Number	Alphanumeric (30)	Record order number exactly as it appears on the order.
C	Order Mod Number	Alphanumeric (25)	<i>Only required when reporting a MOD.</i>

D	Date Received by Vendor	DD-MMM-YYYY	(i.e. 09-FEB-2002)
E	Date Rejected by Vendor	DD-MMM-YYYY	<i>Data required only for rejected orders.</i>
F	Date Accepted by Vendor	DD-MMM-YYYY	A Vendor receives an order and either rejects it or accepts it as a valid order.
G	Date Transaction Cancelled	DD-MMM-YYYY	<i>Data required only for Cancelled order/mods.</i>
H	Projected Ship Date by Vendor	DD-MMM-YYYY	<i>Data required only when reporting a projected ship date.</i>
I	Vendor Ship Date	DD-MMM-YYYY	For all orders shipped by the Vendor.
J	Projected Delivery Date	DD-MMM-YYYY	<i>Data required only when reporting a projected delivery date.</i>
K	Contractually Due Date	DD-MMM-YYYY	This is a date calculated by the Vendor that shows when the order is contractually due. This formula is agreed to by the Product Leader and Vendor and takes into consideration contract requirements such as CONUS, OCONUS, SURGE, NON-SURGE, SERVICES, etc.
L	Service Start Date	DD-MMM-YYYY	<i>Data required only when reporting services.</i>
M	Service Completion Date	DD-MMM-YYYY	<i>Data required only when reporting services.</i>
N	Comments	Alphanumeric (2000)	Free text.
O	ASCP Reserved 1	Alphanumeric (2000)	Reserved for Product Leader.
P	ASCP Reserved 2	Alphanumeric (2000)	Reserved for Product Leader.

File Layout Definition

The FFS payment is calculated by dividing the "Amount Paid to Vendor" column on the army Fee-for-Service Reconciliation Report by 1.01, and then multiplying this value by .01. (Example provided below):

A	B	C
DOLLAR AMOUNT OF TRANSACTION	COLUMN A DIVIDED BY 1.01	SCP 1% FFS (1% OF COLUMN B)
\$1,000.00	\$990.10	\$9.90

NOTE: The rounding feature in Excel is not to be utilized when totaling columns of numbers.

Sample VENDOR REPORT FORMAT

A	B	C	D	E	F	G	H	I	J
Report Number	Report Type	Report Start Date	Report End Date	Contract Number	Order Number	Order Mod Number	Dollar Amount of Trans	Date Trans Sent to Vendor	1 Percent Fee for Trans
FFS2007-06	I	1-Jun-2007	30-Jun-2007	BBBB00-00-B-0000	DO01		100,000.00	14-Jun-2007	990.10
FFS2007-06	I	1-Jun-2007	30-Jun-2007	BBBB00-00-B-0000	DO01	0001	10,000.00	15-Jun-2007	99.01
FFS2007-06	I	1-Jun-2007	30-Jun-2007	BBBB00-00-B-0000	DO16		2,500.00	10-Apr-2007	247.52
FFS2007-06	I	1-Jun-2007	30-Jun-2007	BBBB00-00-B-0000	DO25		5,000.00	12-Jun-2007	49.50

K	L	M	N	O	P	Q	R	S	T
Previous Payment Made on Trans	Current Payment	Remaining Amount to be Paid	Trans Type	Other Agency Share Fee Payable	Other Agency for Share Fee	Army Fee Payable	Comments	ASCP Reserved 1	ASCP Reserved 2
0.00	990.10	0.00	DO	495.05	AF	495.05			
0.00	99.01	0.00	DO	0.00		99.01			
100.00	100.00	47.52	DO	50.00	USN	50.00			
0.00	49.50	0.00	CC	0.00		49.50			

FEES AND PAYMENTS

- 1. GSA Industrial Funding Fee (IFF).** The BPA unit prices include the applicable GSA IFF. The contractor shall be responsible for all required filings to GSA and for payment of this fee in accordance with applicable GSA instructions.
- 2. Acquisition, Contracting, and Technical (ACT) Fee.** The cost of awarding, administering and managing this BPA is included in the prices charged to ordering activities. The ACT fee is 2%. The contractor shall remit the ACT fee on a calendar quarterly basis (i.e. January – March, April – June, July – September, and October – December) or as otherwise requested by the Software Product Manager (SPM). Payment is due thirty (30) days following approval of the Report of Sales for the completed quarter. ACT fees that have not been paid within the prescribed thirty (30) days shall be considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the contract, including withholding or setting off payments and interest on the debt (see contract FAR clause 52.232-17, Interest). Failure of the Contractor to pay the ACT Fee in a timely manner may result in termination of the BPA.
- 3. Fee Distribution.** The Army, Air Force, DLA, DISA and Navy are participating in a fee-sharing program. The Contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Army, Air Force, DLA, DISA, Navy or DOD as appropriate. Marine Corps sales are reported under the Navy designation. Fee checks shall not be issued until written approval is received for the Report of Sales.

(For a SmartBUY agreement, use the following: The Air Force, Army, DLA, DISA, Navy and GSA (for SmartBUY Federal government Civilian Agency orders) are participating in an ACT fee-sharing program. For orders within DoD, the 2% ACT fee is split equally between the DoD Component whose customer places the order and the Component that manages the contract. The Contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. ACT fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Air Force, Army, DLA, DISA, Navy, DoD or Non-DoD as appropriate. In the case of SmartBUY orders (Federal Government Civilian Agencies) non-DoD orders and non DoD support contractor orders, excluding the Intelligence Community and non Coast Guard orders or support vendors to same, the 2% ACT fee is split equally between the Agency that manages the contract and GSA SmartBUY Program Management Office.)

(Enter Service fee sharing arrangement here. If the vendor is collecting fees under a separate CLIN it should be addressed here. See Navy examples below at 3.1 through 3.4)

3.1 ALL SALES:

The 2% ACT fee is split equally between the DoD Component whose customer places the order and the DoD Component that manages the ESI agreement. For example, an Air Force order issued against an ESI agreement managed by the Navy results in one half (or 1%) of the 2% fee being returned to the Air Force acquisition organization (listed under Air Force Sales). The Navy will retain the entire 2% fee under orders issued for Navy

activities or those activities that do not collect a fee under the ESI agreements managed by the Navy. The contractor is responsible for distributing the ACT fee to all applicable Services in accordance with the instructions herein. The amount of ACT Fee due the Navy shall be calculated at 1% for Army sales, 1% for Air Force sales, 1% for DLA sales, 1% for DISA sales and 2% for all other sales.

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States". No transmittal letter is required with submission of Navy fee checks.

Checks must include the following information to ensure proper crediting of the payment:

BPA (*fill in applicable #*)

DoD (*fill in name of agreement*) Enterprise Software Agreement

ACT Fee

For US Postal Service mail or USPS Express Mail, send check to:

SPAWARSSYSCEN PACIFIC

Attn: Henry Ingorvate

Code 55190, Bldg. 91

53560 Hull Street

San Diego, CA 92152-5001

For Federal Express, United Parcel Service, DHL or Other Courier Services, send check to:

SPAWARSSYSCEN PACIFIC

Shipping and Receiving

Receiving Officer (OT 7)

Attn: Henry Ingorvate

Code 55190, Bldg. 91

4297 Pacific Hwy.

San Diego, CA 92110

Email a copy of the ACT Fee remittance check to the SPM (FILL-IN APPLICABLE EMAIL).

3.2 ARMY SALES:

The amount of ACT Fee due the Army shall be calculated at 1% of all Army sales.

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States". Checks must be notated with the following information:

BPA (*fill in applicable #*)

SCP Fee Reimbursement

***Checks must be accompanied by a transmittal letter (format to be provided) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:
Project Director, Computer Hardware, Enterprise Software and Solutions (PD CHESS)
PEO Enterprise Information Systems
SFAE-PS-SCP (Attn: Margaret Kirsch)
Squier Hall, Bldg. 283
Fort Monmouth, NJ 07703

Email a copy of the check and letter to: MONM-EISASCPVndrRpts@Conus.army.mil

3.3 AIR FORCE SALES:

The amount of ACT Fee due the Air Force shall be calculated at 1% of all Air Force sales.

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "3801-LI". Checks must be notated with the following information:

BPA (*fill in applicable #*)
ESI-SW Fee Sharing

***Checks must be accompanied by a transmittal letter (format to be provided) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:
Defense Finance and Accounting Service
Disbursing Operations Directorate
FOR: 3801-Limestone Field Site
8899 E 56th Street
Indianapolis, IN 46249-9339

Email a copy of the check and letter to: HQ754ELSG/ESTFinancials@gunter.af.mil.

Please include with the above documents the Customer Usage Check Report (CCR) and Delivery Order Status Report (DOSR) or the Report of Sales (per BPA requirements)

Subject Line Format of e-mail should be as follows:
Contract Number with hyphens, CCR or DOSR Month Year, Contract Name, Contractor Name
[Example: FA0000-00-A-0000, CCR June 2006, ESI SW, Vendor, Inc.]

Point of Contact regarding any questions:
Ricky Blackmon
Phone: 334-416-2888
Email: ricky.blackmon@gunter.af.mil

Mail is also an alternative means of submitting copies. Please forward a copy to the address below:

HQ 754 ELSG/ESQ
Attention: Ricky Blackmon
490 East Moore Drive, Bldg 892

MAFB-Gunter Annex, AL 36114-3014

3.4 DLA SALES

The amount of ACT Fee due DLA shall be calculated at 1% of all DLA sales.

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States". No transmittal letter is required with submission of DLA fee checks.

Checks must include the following information to ensure proper crediting of the payment:

BPA *(fill in applicable #)*

DoD *(fill in name of agreement)* Enterprise Software Agreement

Quarterly ACT Fee

Send check to:

Defense Logistics Agency

DES Acquisition Staff Directorate

Attn: Connie House, DES-A

8725 John J. Kingman Road, Room 1145

Fort Belvoir, VA 22060-6220

Mail a copy of the check to:

Defense Logistics Agency

Attn: Susan Lizzi, J-654

8725 John J. Kingman Road

Fort Belvoir, VA 22060-6221

Or email a copy of the check to:

Email: Susan.Lizzi@dla.mil

3.5 DISA SALES

The amount of ACT Fee due DISA shall be calculated at 1% of all DISA sales.

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States". Checks must be notated with the following information:

BPA *(fill in applicable #)*

DoD *(fill in name of agreement)* Enterprise Software Agreement

Quarterly ACT Fee

****Checks must be accompanied by a transmittal letter (format to be provided) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:

DFAS-CO

Finance and Accounting Office

Attn: Disbursement Office (Tom Triplett)

3990 East Broad St., Bldg. 21

Columbus, Ohio 43213

Direct questions to Jonnice Medley, 703-681-2091

Provide copies of this letter and check to: jonnice.medley@disa.mil.

For SmartBUY agreements add the below:

3.6 GSA SALES

The amount of ACT Fee due GSA shall be calculated at 1% of all Civilian agency sales.

The contractor shall remit ACT Fee by corporate or cashier's check made payable to "Treasurer of the United States". Checks must be notated with the following information:

BPA (*Enter BPA number*)

ESI-SW Fee Sharing

***Checks must be accompanied by a transmittal letter (sample enclosed) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:

GSA

P. O. Box 880908

Dallas, TX 75388-0908

Mail a copy of the check and transmittal letter to:

GSA

Attn: Pebble Randolph

SmartBUY Program Management Office

10304 Eaton Place

Fairfax, VA 22310

4. Fee for Service (FFS) Report

- a. This report applies to applicable ESI Agreements only.
- b. FFS Report is due to ASCP **the 30th calendar day after each calendar quarter**
(Example: FFS Report for the period 1 January thru 31 March is due by 30 April)
- c. The data reported is for that reporting period only (not a cumulative listing).
- d. If no payments were received during the previous quarter, a negative report is required.
- e. This report must be submitted as a Microsoft Excel spreadsheet, to amsel-dsa-scp-cr@mail1.monmouth.army.mil, with a copy furnished to the cognizant ASCP Product Leader.
- f. No extra spaces, commas or ampersands allowed in this spreadsheet. Dashes are allowed. File name must be in the following format: Contract Number/Calendar Quarter/Calendar Year (Example: W91QUZ-07-A-1234 1Q2007)
- g. Vendor must ensure that leading zeros are not dropped. For example, order number 0030 should not appear on the report as 30.
- h. **SPECIAL NOTE TO VENDORS:** All reports are cross-referenced for reconciliation and therefore, data must be consistent in all reports submitted (i.e., order number, dates, dollar amounts, etc.).

Excel Column	Column Name	Format	Required?	Comments
A	Report Number	Alphanumeric (24)	Y	Must be in the following format: Contract Number/Calendar Quarter/Calendar Year (Example: W91QUZ-07-A-1234 1Q2007)
B	Report Type	Alphanumeric (21)	Y	Use one of the following codes: I Initial Report R Replace all previously reported information with this new data M This report modifies some of the information reported during this time frame Example: 01-MAR-2007
C	Report Start Date	DD-MMM-YYYY	Y*	
D	Report End Date	DD-MMM-YYYY	Y	Example: 01-MAR-2007
E	Contract Number	Alphanumeric (21)	Y	Example: W91QUZ-07-A-1234
F	Order Number	Alphanumeric (30)	Y*	Must be reported exactly as shown on the customer's order.
G	Order Mod Number	Alphanumeric (25)	Y	Data required only when reporting an order modification.
H	Dollar Amount of Transaction	Number	Y	Reflects dollar amount of the transaction (order or Mod being reported). No formatting (i.e., no \$ signs, commas, etc.)
I	Date Transaction Sent to Vendor	DD-MMM-YYYY	Y	Example: 01-MAR-2007
J	ACT Fee for Transaction	Number	Y	Enter amount of ACT Fee for Transaction No formatting (i.e., no \$ signs, commas, etc.)
K	Reduced/Waived ACT Fee	Alphanumeric (6)	Y	If transaction involves a Reduced or Waived ACT Fee, indicate here. R -Reduced ACT Fee

W - Waived ACT Fee

L	Previous Payment Made on Transaction	Number (12,2)	Y	If applicable.
M	Current Payment	Number (12,2)	Y	If applicable.

N	Remaining Amount to be Paid	Number (12,2)	Y	If applicable.
O	Transaction Type	Alphanumeric (2)	Y	Order Types are as follows: CC = Credit Card DO = Direct Ordering (paper order)
P	Other Agency Share Fee Payable	Number (12,2)	Y	If applicable. Fee Share amount due to Navy, Air Force, DLA or GSA (for non-DoD orders on SmartBUY Agreements). Calculation: 50% of Current Payment Amount
Q	Other Agency for Fee Share	Alphanumeric (21)	Y	If applicable. Identify as 'USN', 'DLA', 'USAF' generated Delivery Order. Enter 'GSA' for non-DoD orders on SmartBUY Agreements.
R	Army Fee Payable	Number (12,2)	Y	Required for Army-managed ESI agreements. Calculation: Current Payment Amount minus Previous Payment Made on Transaction
S	Non-DoD Agency	Alphanumeric (2000)	Y	Applicable to SmartBUY Agreements only. Enter name of End User Agency for Non-DoD Orders
T	Order Discount	Number (10)	Y	Enter discount percent on order using the following format: A 40% discount should be entered as .40
U	Comments	Alphanumeric (2000)	Y	Free Text
V	ACT Fee Recap	Alphanumeric (100)		Enter Amounts Due Each Service for This Report Army & Other DoD ACT Fee: Air Force ACT Fee: DLA ACT Fee: GSA ACT Fee: Navy ACT Fee: TOTAL:

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SUMMARY OF CHANGES**SECTION C - DESCRIPTIONS AND SPECIFICATIONS**

The following have been modified:

BPA BACKGROUND

(End of Summary of Changes)